

Grant County

PUBLIC WORKS DEPARTMENT

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Ephrata (509) 754-6082

Janice Goeden, Supervisor
Solid Waste
Ephrata (509) 754-4319

Sealed bids will be received for the following items:

Herbicide Materials

Bid Opening
at

2:15 P.M.

February 12, 2013

at the

Office of the

Board of County Commissioners

Grant County Courthouse

P.O. Box 37

35 C Street NW, Room 207

Ephrata, Washington 98823

Informational Copy Only - NOT FOR BIDDING
Call 509-754-6082 to obtain Bid Package

NOTICE TO PESTICIDE SUPPLIERS

Sealed bids, plainly marked “**BID for Herbicide Materials, Materials Contract 2013-06**”, will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW - Room 207, Ephrata, WA, 98823, until **2:15 P.M., Tuesday, February 12, 2013** and will then and there be opened and publicly read for furnishing and delivering the products specified.

This contract provides for furnishing and delivering herbicide materials in accordance with the plans and specifications.

Specifications may be obtained from the office of the County Engineer, 124 Enterprise St. S.E., Ephrata, WA 98823, at no charge.

The Board of County Commissioners of Grant County, Washington, reserves the right to reject any and all bids.

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BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed in full as required:

(A) **PROPOSAL**

The unit prices bid must be shown in the spaces provided. Show unit prices in figures only. All extensions of the unit prices must be shown in the spaces provided.

(B) **PROPOSAL SIGNATURE SHEET**

To be filled in and signed by the bidder.

(C) **STATEMENT OF CONTRACTOR QUALIFICATIONS**

To be filled in and signed by the bidder.

(D) **BID BOND**

To be completed and submitted with the bid.

The following forms are to be executed after the contract is awarded:

(E) **CONTRACT**

This agreement is to be executed by the successful bidder and Grant County.

(F) **CONTRACT BOND**

No contract bond is required from the successful bidder.

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INSTRUCTIONS TO BIDDERS

- 1) Sealed bids, plainly marked "**BID for Herbicide Materials, Materials Contract 2013-06**" will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW - Room 207, Ephrata, WA, 98823, until **2:15 P.M., Tuesday, February 12, 2013** and will then and there be opened and publicly read for the construction of the improvements.
- 2) The bidder may submit a bid on any or all items listed. If the bidder does not wish to bid any particular item or items, please write **NO BID** on the appropriate line of the proposal sheet.
- 3) Proposal signature sheet(s) must be signed.
- 4) ALL exceptions or changes to the specifications must be attached to the proposal sheet(s) in written form.
- 5) The Board of County Commissioners reserves the right to reject or accept all or part of the proposal submitted by the bidder.
- 6) Bidders are advised that the unit price bid for each item will be compared with the current State contract price for equivalent materials. After said comparison the County may reject or accept all or part of the proposal submitted by the bidder and purchase items directly from the State contract.

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GENERAL PROVISIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2012 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

December 6, 2004

1-07.13(4) Repair of Damage

This section is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4 using the estimated bid item "Reimbursement for Third Party Damage".

In the event the Contracting Agency pays for damage to the Contractor's work or for damage to the Contractor's equipment caused by third parties, any claim the Contractor had or may have had against the third party shall be deemed assigned to the Contracting Agency, to the extent of the Contracting Agency's payment for such damage.

Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for "Reimbursement For Third Party Damage" in the proposal to become a part of the total bid by the Contractor.

1-07.16(1) Private/Public Property

This section is revised to read:

The Contractor shall not use Contracting Agency owned or controlled property other than that directly affected by the contract work without the approval of the Engineer. If the Engineer grants such approval, the Contractor shall then vacate the area when ordered to do so by the Engineer. Approval to temporarily use the property shall not create any entitlement to further use or to compensation for any conditions or requirements imposed.

The Contractor shall protect private or public property on or in the vicinity of the work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the contract so specifies.

Property includes land, utilities, trees, landscaping, improvements legally on the right-of-way, markers, monuments, buildings, structures, pipe, conduit, sewer or water lines, signs, and other property of all description whether shown on the plans or not.

If the Engineer orders , or if otherwise necessary, the Contractor shall install protection acceptable to the Engineer, for property such as that listed in the previous paragraph. The Contractor is responsible for locating and protecting all property that is subject to damage by the construction operation.

If the Contractor (or agents/employees of the Contractor) damage, destroy, or interfere with the use of such property, the Contractor shall restore it to original condition. The Contractor shall also halt any interference with the property's use. If the Contractor refuses or does not respond immediately, the Engineer may have such property restored by other means and subtract the cost from money that will be or is due the Contractor.

The Contractor may access the worksite from adjacent properties. The Contractor shall not use or allow others to use this access to merge with public traffic. During non-working hours, the Contractor shall provide a physical barrier that is either locked or physically unable to be moved without equipment. The access shall not go through any existing structures. The access may go through fencing. The Contractor shall control or prevent animals from entering the worksite to the same degree that they were controlled before the fence was removed. The Contractor shall prevent persons not involved in the contract work from entering the worksite through the access or through trails and pathways intersected by the access. If the contract documents require that existing trails or pathways be maintained during construction, the Contractor will insure the safe passage of trail or pathway users. The Contractor shall effectively control airborne particulates that are generated by use of the access. The location and use of the access shall not adversely affect wetlands or sensitive areas in any manner. The Contractor shall be responsible for obtaining all haul road agreements, permits and/or easements associated with the access. The Contractor shall replace any fence, repair any damage and restore the site to its original state when the access is no longer needed. The Contractor shall bear all costs associated with this worksite access.

SPECIAL PROVISIONS

INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2008 Standard Specifications for Road, Bridge, and Municipal Construction (English), and the foregoing amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract: General, Region, Bridges and Structures and Project Specific. Special Provision types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision And also notes a Project Specific Special Provision
(Region's date)	Region Special Provision
(BSP date)	Bridges and Structures Special Provision

General Special Provisions are commonly applicable statewide.

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

Regions

ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region
SWR	Southwest Region
WSF	Washington State Ferries Division

Bridges and Structures Special Provisions are commonly applicable statewide.

Project Specific Special Provisions normally appear only in the contract for which they were developed.

DIVISION 1 GENERAL REQUIREMENTS

DEFINITIONS AND TERMS

(*****) March 7, 1988)

1-01.3 Definitions and Terms

The third paragraph is revised to read as follows:

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of Grant County, Washington.

All references to "State" or "State of Washington" are changed to "Grant County, Washington".

All references to "Commission", "Secretary of Transportation", or "Washington State Transportation Commission", are changed to "Board of County Commissioners, Grant County, Washington".

All references to "Department", or "Department of Transportation" are changed to "Department of Public Works, Grant County, Washington".

DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for furnishing and delivering herbicide materials in accordance with the plans and specifications.

PREQUALIFICATION OF BIDDERS

(****April 11, 20002)

1-02.1 Qualifications of Bidder

Section 1-02.1 of the standard specifications is replaced with the following:

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the plans and specifications. The Contracting Agency reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

The Contracting Agency's actions may include a pre-qualification procedure prior to the bidder being furnished a proposal form on any contract, or a pre-award survey of the bidder's qualifications prior to award.

BID PROCEDURES AND CONDITIONS

(September 5, 1995)

Preparation of Proposal

Section 1-02.6 is supplemented with the following:

On this project, the bidder will not be required to submit with the bid a list of:

1. Subcontractors
2. The work the subcontractors will perform.

(****November 30, 2000)

Public Opening Of Proposal

Section 1-02.12 is supplemented with the following:

Date Of Opening Bids

Sealed bids are to be received at the following location prior to the time specified:

The Office of the Board of County Commissioners, Grant County Courthouse, Room 207, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

The bid opening date for this project is **February 12, 2013**. Bids will be publicly opened and read after **2:15 P.M.** on this date.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

State Taxes

Section 1-07.2 is supplemented with the following:

(March 13, 1995)

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales tax. The provisions of Section 1-07.2(1) apply.

Permits and Licenses

Section 1-07.6 is supplemented with the following:

(March 13, 1995)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

Contractor's Responsibility for Work

(August 6, 2001)

Repair of Damage

The first paragraph of Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

Time For Physical Completion

(****March 13, 1995)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within 30 working days.

Should the Contractor desire to perform work on any Saturday, Sunday, or Holiday during the life of this contract, he shall request written permission from the Engineer after submitting a new work schedule specifying the exact dates on which the work is to be performed.

Should the Contractor desire to begin work before 6:30 am, or desire to work two separate or overlapping shifts during a single 24 hour day, or desire to work a shift longer than 10 hours in a single 24 hour day, he shall request written permission from the Engineer after submitting a new work schedule specifying the exact dates on which the requested work shifts are to be performed.

The Engineer will consider the Contractor's request and may either approve or deny any or all working dates or shifts contained in the new progress schedule.

No additional compensation will be given the Contractor for any delays and costs incurred because of this provision. All costs incurred shall be considered incidental to and included in other applicable contract items.

Delivery

All prices shown in the proposal shall be F.O.B. Grant County, WA. Delivery of all products shall be coordinated with the Grant County Noxious Weed District and the County's contract applicator ASAP Spray of Ephrata, WA.

Payment

Payment shall be made within thirty (30) days of delivery for all items upon presentation of an invoice by the supplier.

DIVISION 9 MATERIALS

HERBICIDES

(****March 7, 1988)

Materials

All herbicides furnished and delivered by the supplier shall be new and comply with all federal, state, and local laws, rules, and regulations and these specifications. All herbicides shall have registered labels for roadside use.

Bidders are advised that their bids will be compared to the prices shown in the current State of Washington Pesticides Contract.

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PROPOSAL

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2013

This certifies that the undersigned has examined the details of work contained in the specifications for furnishing and delivering foliar and residual herbicides for the proposal **Herbicide Materials** in Grant County, Washington, and other items, and has read and thoroughly understands the specifications and the methods by which payment will be made for said work and hereby proposes to undertake and complete the work embraced in this proposal in accordance with the specifications and at the following schedule of rates and prices:

Note: Unit prices for all items, all extensions, and total amount must be shown. Please type or use ink. Please initial all changes. Please show minimum and maximum application rates as reported on each product label.

Item No.	Plan Quant.	Item Description	Price per Unit* Dollars • Cts	Total Amount Dollars • Cts	Rate/Acre Min./Max.
1	2.5 Gallons	Agri-dex <i>Delivered in 2.5 Gallon Container</i>	At Per Gallon	•	
2	2.5 Gallons	Aquaneat (5 lb/gal aquatic glyphosate) <i>Delivered in 2.5 Gallon Container</i>	At Per Gallon	•	
3	1.0 Gallon	Plateau <i>Delivered in 1.0 Gallon Container</i>	At Per Gallon	•	
4	8.0 Ounces	Telar <i>Delivered in 8 Ounce Container</i>	At Per Gallon	•	
5	2.5 Gallons	Milestone <i>Delivered in 2.5 Gallon Container</i>	At Per Gallon	•	
6	2.5 Gallons	Tordon 22k (2 lb/gal picloram) <i>Delivered in 2.5 Gallon Container</i>	At Per Gallon	•	
7	10.0 Gallons	Dyne-Amic <i>Delivered in 1.0 Gallon Container</i>	At Per Gallon	•	
8	1760.5 Ounces	MSM <i>Delivered in 16 Ounce Container</i>	At Per Gallon	•	

* Show unit prices in figures only.

Item No.	Plan Quant.	Item Description	Price per Unit* Dollars • Cts	Total Amount Dollars • Cts	Rate/Acre Min./Max.
9	100.0 Gallons	Honcho Plus <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
10	4,770.0 Gallons	Honcho Plus <i>Delivered in 265 Gallon Shuttle</i>	At • Per Gallon	•	
11	5.0 Gallons	Hardball <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
12	210.0 Gallons	Hardball <i>Delivered in 30 Gallon Container</i>	At • Per Gallon	•	
13	250.0 Gallons	Hardball <i>Delivered in 250 Gallon Shuttle</i>	At • Per Gallon	•	
14	350.0 Gallons	Vista XRT <i>Delivered in bulk</i>	At • Per Gallon	•	
15	5.0 Gallons	Brox 2ec <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
16	690.0 Gallons	Brox 2ec <i>Delivered in 30 Gallon Container</i>	At • Per Gallon	•	
17	205.0 Gallons	Hel-fire <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
18	1750.0 Gallons	Hel-fire <i>Delivered in 250 Gallon Totes</i>	At • Per Gallon	•	
19	220.0 Gallons	Vision <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	

Item No.	Plan Quant.	Item Description	Price per Unit* Dollars • Cts	Total Amount Dollars • Cts	Rate/Acre Min./Max.
20	4.0 Gallons	Frequency <i>Delivered in 1.0 Gallon Container</i>	At • Per Gallon	•	
21	25.0 Gallons	Velossa <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
22	150.0 Gallons	Velossa <i>Delivered in 30 Gallon Container</i>	At • Per Gallon	•	
23	265.0 Gallons	Grounded <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
24	35 Pounds	Perspective <i>Delivered in 5 lb. Container</i>	At • Per Pack	•	
25	500.0 Gallons	Pendulum 3.3 <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
26	4.0 Quarts	Esplanade 200sc <i>Delivered in 1.0 Quart Container</i>	At • Per Gallon	•	
27	10.0 Gallons	Esplanade 200sc <i>Delivered in 2.5 Gallon Container</i>	At • Per Gallon	•	
Contract Total				•	

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Non-Collusion Declaration

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

Revised 8/95

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Proposal - Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

Cash ☐ In the Amount of _____
Cashier's Check ☐ _____ Dollars
Certified Check ☐ (\$_____) Payable to the Grant County Treasurer
Proposal Bond ☐ In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____ & _____.

Proposal Must Be Signed

Signature of Authorized Official(s)

Please Print Name of Authorized Official

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: **Materials Contract 2013-06**

Revised 1/12

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Statement of Contractor Qualifications

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2013

RE: Herbicide Materials

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington and Chapter 36.77 of the Revised Code of Washington.

1. My permanent business name and address is: _____
_____ which I have maintained for
_____ years. My phone is (____) _____ Fax (____) _____
Email: _____
2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. **Description of work:** This contract provides for furnishing and delivering herbicide materials in accordance with the plans and specifications. *(Please list equipment to be used on this project. Attach list if necessary.)*

3. I have adequate funds to promptly meet obligations incident to this work. *(Provide bank, contact & phone.)*
a) _____ c) _____
b) _____ d) _____
4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: *(Provide project name, contact & phone.)*
a) _____
b) _____
c) _____

The Board of County Commissioners shall proceed to award the contract to the lowest and best bidder but may reject any or all bids if in its opinion good cause exists therefor. (RCW 36.77.040)

I hereby certify that the above statements are true and accurate.

Very truly yours,

By: _____
(Print Name) _____
Company Name: _____
Address: _____
City, St., Zip _____
Washington State Contractor's License No.: _____

Revised 1/13

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal,
and _____, as Surety,
are held and firmly bound unto Grant County, Washington, as Oblige, in the penal sum of

_____ Dollars (\$ _____) for the payment of which the Principal and the
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, by these presents.

The condition of the obligation is such that if the Oblige shall make any award to the
Principal for **Herbicide Materials**, located in Grant County, Washington, according to the
terms of the proposal or bid made by the Principal therefor, and the Principal shall duly
make and enter into a contract with the Oblige in accordance with the terms of said
proposal or bid and award and shall give bond for the faithful performance thereof, with the
Surety or Sureties approved by the Oblige; or if the principal shall, in case of failure so to
do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for
bids, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 2013

Principal _____

Surety _____

Attorney-in-Fact _____

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CONTRACT

THIS AGREEMENT, made and entered into between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and _____, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, and attached and made a part of this agreement, to be made and performed by the parties hereto, and the parties hereto covenant and agree as follows:

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **Herbicide Materials**, located in Grant County, Washington, as proposed in a bid opened **2:15 P.M., Tuesday, February 12, 2013** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grant County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year below written, and the seal of said Board to be hereunto affixed on said date.

Signed this ____ day of _____, 2013

Signature

Print Name

Firm Name

Address

City State Zip

(____) _____
Phone

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

____ day of _____, 2013

Deputy Prosecuting Attorney

DONE this ____ day of _____, 2013

BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON

Chair

Member

Member